

**SERIAL 08027 C      PORTABLE TRAILER MOUNTED TRASH PUMP**

**DATE OF LAST REVISION: May 01, 2008**

**CONTRACT END DATE: May 31, 2009**

**CONTRACT PERIOD THROUGH MAY 31, 2009**

TO:                All Departments

FROM:            Department of Materials Management

SUBJECT:        Contract for **PORTABLE TRAILER MOUNTED TRASH PUMP**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 01, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

AS/mm  
Attach

Copy to:        Materials Management  
                    Jim Hutchinson, Equipment Services

**INVITATION FOR BID FOR: PORTABLE TRAILER MOUNTED TRASH PUMP**

**1.0 INTENT:**

The intent of this Invitation for Bid is to establish pricing for one (1) or more PORTABLE TRAILER MOUNTED TRASH PUMP with critical silenced enclosure, in sufficient detail to secure bids for comparable equipment. Unit(s) will be used by the Maricopa County Flood Control District in their construction and maintenance operations. Unit(s) shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango Phoenix, Arizona, as covered by purchase order only.

**2.0 SPECIFICATIONS:**

**2.1 TECHNICAL REQUIREMENTS:**

**2.1.1 PUMP / TRAILER ASSEMBLY:**

- 2.1.1.1 Make / Model – GODWIN CD225M or equal.
- 2.1.1.2 Unit Type – Portable trash pump trailer mounted with critically silenced enclosure.
- 2.1.1.3 Pump Type – Heavy-duty Dri-Prime centrifugal trash type with 45° cam lock fittings on intake and exhaust ports.
  - 2.1.1.3.1 Pump shall be capable of running totally dry for periods up to 24 hours, then re-priming and returning to normal volumes.
- 2.1.1.4 Operating Speed – 2000 to 2300 RPM
- 2.1.1.5 Flow Rate Capacity – Minimum 3000 GPM @ 2200 RPM
- 2.1.1.6 Total Dynamic Head – Minimum 179'
- 2.1.1.7 Solid Material Handling Size – Minimum 3" diameter.
- 2.1.1.8 Operating Temperature – 0 to 212° F
- 2.1.1.9 Working Pressure – 77 to 79 psi
- 2.1.1.10 Suction Pressure – Minimum 87 to 89 psi
- 2.1.1.11 Casing Pressure – 116 to 118 psi
- 2.1.1.12 Suction Size – 8"
- 2.1.1.13 Discharge Size – 8"
- 2.1.1.14 Suction Lift – Minimum 28'
- 2.1.1.15 Duty Point – Minimum 2000 GPM @ 120' TDH (including 15' suction lift) 1700 GPM @ 70' TDH (including 25' suction lift)
- 2.1.1.16 Diesel Engine – The engine shall be EPA Tier III compliant a JOHN DEERE 4045T275SP2 or equal
  - 2.1.1.16.1 Approximately 99 HP at 2200 RPM with automatic safety shut-down switches for low oil pressure and high coolant temperature
  - 2.1.1.16.2 Capable of operating on 20% biodiesel.
  - 2.1.1.16.3 The engine control panel shall include a tachometer and hour meter.
- 2.1.1.17 Automatic Starting Control System – The engine shall be equipped with a factory installed Prime Guard microprocessor-based controller as supplied by GODWIN Pumps of America Inc. or equal, designed to start/stop the engine at a signal supplied by high and low level floats or a 4020 mA transducer.
  - 2.1.1.17.1 The controller shall be weather proof enclosed, and contain an external weather proof 12-position keypad accessible without the need to remove or open any protective cover or enclosure.
- 2.1.1.18 Critically Silenced Enclosure – Enclosure shall be constructed of 14 gauge sheet metal with POLYDAMP or equal acoustical sound deadening material.
  - 2.1.1.18.1 Sound level shall be 68 to 71 dBA at 30'.
  - 2.1.1.18.2 All doors shall have key-lock latches.
  - 2.1.1.18.3 If the fuel tank fill is accessible outside the enclosure it shall have a lockable cap.
- 2.1.1.19 Fuel Tank Capacity – Minimum 100 gallon
- 2.1.1.20 Trailer – Heavy-duty single axle with full fenders
  - 2.1.1.20.1 DOT approved lighting system with (LED) lights
  - 2.1.1.20.2 pintle hitch with 3" eye, safety chains with hooks and height adjustment.

- 2.1.1.20.3 front and rear support stands
- 2.1.1.20.4 lifting bar or eye
- 2.1.1.20.5 electric brakes
- 2.1.1.20.6 spare tire assembly installed on the trailer in a convenient easy access location with security lock system.
- 2.1.1.20.7 Trailer assembly shall be designed to travel at posted highway speeds.

**2.1.2 LOAD STAND ASSEMBLIES:**

- 2.1.2.1 Quantity – Two (2)
- 2.1.2.2 Outlet Ground Height – 13'
- 2.1.2.3 Type – Free standing design with approx. 6' x 6" base, constructed of 10" aluminum pipe
- 2.1.2.4 Anti-Splash Sock – Shall be installed on the discharge end.
- 2.1.2.5 Couplers – Shall be 10" VICTAULIC type

**2.1.3 MISC ITEMS REQUIRED:**

*(VICTAULIC type fitting end shall be supplied on all items listed below.)*

- 2.1.3.1 Suction Hose – KANA Flex or equal
  - 2.1.3.1.1 One (1) 25' section
- 2.1.3.2 Discharge Hose – KANA Flex or equal
  - 2.1.3.2.1 Five (5) 20' sections
- 2.1.3.3 Inline Check Valve
  - 2.1.3.3.1 One (1) 10"
- 2.1.3.4 Gate Valve
  - 2.1.3.4.1 Two (2) 10" quarter turn ball type
- 2.1.3.5 Suction Hose Screen
  - 2.1.3.5.1 One (1) 10"
- 2.1.3.6 Flow Meters
  - 2.1.3.6.1 Two (2) 10" MC CROMETER MG 910 or equal
- 2.1.3.7 Adapters
  - 2.1.3.7.1 Two (2) 8" x 10"
  - 2.1.3.7.2 Two (2) 8" and flange with bolt kit and gasket
- 2.1.3.8 Couplings
  - 2.1.3.8.1 Two (2) 8"
  - 2.1.3.8.2 Thirteen (13) 10"
- 2.1.3.9 Pipes
  - 2.1.3.9.1 Two (2) 10" x 10' steel sections
  - 2.1.3.9.2 One (1) 10" x 10' HDPE plastic section
  - 2.1.3.9.3 Two (2) 10" x 5' aluminum sections,
- 2.1.3.10 Aluminum Tee
  - 2.1.3.10.1 One (1) 10" x 4" with 4" air vent
- 2.1.3.11 Aluminum Elbows
  - 2.1.3.11.1 One (1) 10" x 45°
  - 2.1.3.11.2 One (1) 10" x 90°
- 2.1.3.12 Extra Hose Clamps
  - 2.1.3.12.1 Six (6) 10"
- 2.1.3.13 Extra Operator Manuals
  - 2.1.3.13.1 Six (6)

**2.1.4 PAINT:**

Manufacturer's standard.

2.1.5 GENERAL:

**Complete inspection shall be made prior to delivery to ensure that the unit(s) is in full compliance with specifications. Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number. Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin (if applicable); Warranty Paperwork and a copy of the P/O when the unit is delivered.**

2.1.6 WARRANTY:

Minimum warranty shall be 12 months from date delivered and accepted by County personnel. Warranty shall cover all Pump Assembly Component part and labor. Vendor shall state any additional warranty coverage exceeding the 12 months period.

2.1.7 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and trouble shooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.1.8 DELIVERY:

Delivery is required FOB destination. The Pump Assembly shall be delivered within (60) days after receipt of purchase order. **Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.**

2.1.9 MANUALS:

Six (6) comprehensive operational manuals three (3) equipment overhaul (including all maintenance data, electrical diagrams and schematics), and parts manuals are required.

2.1.10 TRAINING:

The successful bidder shall provide up to eight (8) hours of training, at no additional charge to the County, if necessary to completely train County personnel in the use and care of the equipment.

2.2 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.2.1 Contract Serial number.

2.2.2 Contractor's name and address.

2.2.3 Using Agency name and address.

2.2.4 Using Agency purchase order number.

2.2.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.3 DELIVERY AND SET UP:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

**2.4 TESTING:**

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

**2.5 ACCEPTANCE:**

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

**2.6 DISCONTINUED MATERIALS:**

2.6.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.6.1.1 Documentation from the manufacturer that the material has been discontinued.

2.6.1.2 Documentation that names the replacement material.

2.6.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.6.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.6.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.6.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**2.7 BRAND NAME:**

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

**2.8 MODEL / YEAR OF MATERIALS:**

The County will only accept bids offering current model / year equipment / material(s).

**2.9 ORDER CUTOFF INFORMATION:**

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.10 INVOICES AND PAYMENTS:

2.10.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.10.1.1 Company name, address and contact
- 2.10.1.2 County bill-to name and contact information
- 2.10.1.3 Contract Serial Number
- 2.10.1.4 County purchase order number
- 2.10.1.5 Invoice number and date
- 2.10.1.6 Payment terms
- 2.10.1.7 Date of delivery
- 2.10.1.8 Quantity
- 2.10.1.9 Contract Item number(s)
- 2.10.1.10 Description of Purchase (product)
- 2.10.1.11 Pricing per unit of purchase
- 2.10.1.12 Freight (if applicable)
- 2.10.1.13 Extended price
- 2.10.1.14 Total Amount Due

**Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

2.10.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.10.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss

or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

### **3.3 INSURANCE REQUIREMENTS**

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

#### **3.3.1 Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000

Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**3.3.2 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**3.3.3 Workers' Compensation:**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**3.3.4 Errors and Omissions Insurance:**

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

**3.3.5 Certificates of Insurance.**

**3.3.5.1** Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**3.3.5.2 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.



**3.4 PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

**3.5 NO GUARANTEED QUANTITIES.**

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

**3.6 ORDERING AUTHORITY.**

3.6.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.6.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

**3.7 INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504  
([astupka@mail.maricopa.gov](mailto:astupka@mail.maricopa.gov))

Technical telephone inquiries shall be addressed to:

Jim Hutchinson, Equipment Services, 602-506-4677  
[jim.hutchinson@mail.maricopa.gov](mailto:jim.hutchinson@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 EVALUATION CRITERIA.

3.8.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.8.1.1 Compliance with specifications.

3.8.1.2 Price.

3.8.1.3 Determination of responsibility.

3.8.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.9 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

**Respondents shall provide their Bids as follows:**

3.10.1 **One (1) original hardcopy.**

3.10.2 **One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

3.10.2.1 **ATTACHMENT A (PRICING)-EXCEL**

3.10.2.2 **ATTACHMENT B (AGREEMENT)-WORD**

3.10.2.3 **ATTACHMENT C (REFERENCES)-WORD**

3.10.2.4 **OTHER DOCUMENTS AS BUYER REQUESTS**

3.10.3 **Respondents shall address bids identified with return address, serial number and title in the following manner:**

**Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494**

**SERIAL 08027 –C, PORTABLE TRAILER MOUNTED TRASH PUMP**

3.10.4 **Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.**

3.11 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

**3.12 ADDITIONAL PRICING:**

The Contractor is required to offer additional pricing for related items, materials, components which are not specifically addressed as line items in this solicitation. Pricing offered should be noted on the pricing pages of the Contractor's bid in the format requested. One (1) set of catalogs/pricing documents shall accompany any additional pricing offered.

**3.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.13.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.13.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.13.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.13.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.13.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.13.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.13.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.14 POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**RAIN FOR RENT, 3404 STATE ROAD, BAKERSFIELD, CA 93308**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET: 7207901

**1.0 PRICING:**

<u>ITEM DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>MANUFACTURERE'S MODEL</u>	<u>DELIVERY (Days ARO) (No greater than 60 Days)</u>	<u>ORDER CUT OFF DATE</u>	<u>UNIT PRICE</u>
1.1 Portable Trash Pump Trailer mounted with critical silenced enclosure	Premier Pump and Power	8X8CS2-VP- 4045HF285140-SA	60 days ARO	150 days after bid opening	\$71,024

Terms: NET 30

Vendor Number: W000011494 X

Telephone Number: 661/399-9124 local 480/895-9225

Fax Number: 661/391-3589 local 480/895-0345

Contact Person Bakersfield, CA Location: David Schisler [dschisler@rainforrent.com](mailto:dschisler@rainforrent.com)

Contact Person Chandler, AZ Location: Steve Smith [ssmith@rainforrent.com](mailto:ssmith@rainforrent.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2009.**